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ATTORNEY FOR PLAINTIFFS,
BERNARD PICOT and PAUL DAVID MANOS

MTN TO DISMISS.OPPO.PDM.MAY 8 2010.FINAL.wpd

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

BERNARD PICOT and
PAUL DAVID MANOS,

Plaintiffs,

v.

DEAN D. WESTON, and DOES 1
through 15, inclusive,

Defendants.

CASE NO. 5:12-CV-01939 EJD

DECLARATION OF
PAUL DAVID MANOS
IN OPPOSITION TO MOTIONS TO
DISMISS FOR LACK OF JURISDICTION
AND VENUE AND TO TRANSFER

Hearing date: August 10, 2012
Hearing time: 9:00 am
Dept: Courtroom 4, 5th Floor
Judge: Hon. Edward J. Davila

I, PAUL DAVID MANOS, declare as follows:

I am an adult natural person and, since 2005, have been a resident of the State
of Nevada.

2 I make this Declaration in opposition to the motions pending before this Court brought by DEAN WESTON ["WESTON"] to dismiss the action for lack of personal jurisdiction and venue and to transfer this case to the Eastern District of Michigan.

3 In March 2009, BERNARD PICOT ["PICOT"], a longtime resident of California, contacted me in Nevada, where I resided, to assist and evaluate a hydrogen based technology then being promoted by Carey Hilton in Texas [the "HILTON TECHNOLOGY"]. PICOT directed all of his efforts in this regard from California. I acted as an independent technological assessor. PICOT and I agreed that if success was achieved, I would join a yet-to-be-created structure as an owner. I was expected to put my skills into practice to assess and further develop the HILTON TECHNOLOGY, while PICOT would, primarily, tend to the business issues.

4 By March 2009, I had long experience with electrodeposition and water related technologies.

5 In pursuit of PICOT'S request and based on my resulting agreement with him, I asked WESTON, who I knew by then, to travel to Texas to inspect the HILTON TECHNOLOGY. I paid WESTON'S travel expenses to do so.

6 At the time of this contact, WESTON acknowledged to me that he knew I lived in Nevada.

//

7 WESTON'S findings were of little or no value as he had merely watched the units as they were driven around on cars. To probe deeper, I had prototypes of the HILTON TECHNOLOGY sent to me in Nevada, where I tested them. By the Fall of 2009, I determined that the HILTON TECHNOLOGY was unworkable.

8 After his trip to Texas to observe the HILTON TECHNOLOGY, I was aware from his comments to me that WESTON returned to Michigan and became engaged there in an extensive effort to validate the HILTON TECHNOLOGY for the purpose of obtaining a license for it. WESTON told me he was working with his business associate, Frank Joseph, toward this end and expected to present the HILTON TECHNOLOGY to his contacts in the automotive industry.

9 In July 2009, I went to Michigan with Carey Hilton for a test of the HILTON TECHNOLOGY that WESTON and Frank Joseph had arranged and were paying for at Roush testing facilities.

10 WESTON acknowledged to me that he knew PICOT lived in California.

11 Because the HILTON TECHNOLOGY had been brought to WESTON'S attention as a result of PICOT'S efforts, I advised PICOT of WESTON'S extensive activities in trying to validate the HILTON TECHNOLOGY during that time. I am aware that, as a result, on July 19, 2009 PICOT sent a proposed agreement to define the relationships regarding the HILTON TECHNOLOGY, but WESTON never signed it.

1 12 After my determination that the HILTON TECHNOLOGY was unworkable, I
2 began from scratch to search for a new approach to hydrogen fuel cells.

3
4 13 I achieved no significant progress as a result of this effort until December 2009,
5 when I achieved a “breakthrough” which involved a formula for an electrolyte
6 essential to the operation of the hydrogen process. The breakthrough was not
7 known to me before that point and certainly not in August 2009. Even when
8 I achieved the breakthrough, I was uncertain of my findings.

9
10 14 To confirm and, hopefully, advance my efforts, I conferred with Dr. Pravansu
11 Mohanty at the University of Michigan in January or February 2010. With the
12 information obtained from Dr. Mohanty, I was able to progress further.

13
14 15 From my determination that the HILTON TECHNOLOGY was unworkable
15 through the time I first conferred with Dr. Mohanty, I kept my research,
16 progress, and results on this project to myself, except to the extent I revealed
17 those things to Dr. Mohanty, who first signed a non-disclosure agreement. To
18 this day, I have not even shared the specifics of those results with PICOT.

19
20 16 Further significant development of the hydrogen cells and electrolyte fell to Dr.
21 Mohanty beginning in approximately the first quarter of 2010 and, at his
22 specific request, meetings between us were held outside the presence of
23 WESTON.

24
25 17 I know from his statements to me that, during August through December 2009,
26

WESTON was pursuing business activities, including:

17.1 His and Frank Joseph's business, known as The Right Angle, which was engaged in, among other things, the testing and development of the HILTON TECHNOLOGY in order to present it to major automotive industry buyers known to WESTON; and,

17.2 Engineering Interests, Inc., which he mentions in his Declaration in support of his motions.

18 The project I was engaged on, if successful, had potentially wide-ranging applications, including in the automotive industry. After I determined that the HILTON TECHNOLOGY was unworkable:

18.1 WESTON told me he and Joseph wanted to take advantage of their contacts in the automotive industry, such as General Motors and Chrysler, by obtaining a license to be held in the name of The Right Angle, to sell the units I was developing to their contacts (if I was successful);

18.2 WESTON asked that, on behalf of The Right Angle, he and/or Joseph be permitted to interest these entities by demonstrating a prototype of the unit in its then present state; and,

18.3 As part of these discussions, WESTON expressed to me his willingness to assist me in my work so as to benefit himself and Joseph via The Right Angle.

19 As of result of the foregoing discussions:

19.1 WESTON became involved in the procurement and delivery of

1 parts, the assembly, and testing of prototypes;
 2 19.2 WESTON'S vehicles were used for the demonstrations in
 3 Michigan, all of which were to prospects he and/or Joseph had
 4 introduced; and,
 5 19.3 WESTON and/or Joseph attempted to interest their contacts by
 6 providing them with demonstrations and testing opportunities,
 7 sometimes without my direct participation, but none of their
 8 prospects ever purchased or licensed anything.

9
 10 20 Based on my prior acquaintance with WESTON, I did not view him as skilled
 11 as a researcher but, nonetheless, believed he could be of assistance to me in my
 12 effort to test the new approach I had begun working on. I realized that
 13 WESTON'S role would have to be limited to assembly and testing. And, even
 14 as to his limited role, I directed WESTON on the tasks he was assigned and
 15 WESTON was always subject to my general supervision.

16
 17 21 Throughout WESTON'S involvement on this matter with me, I never engaged
 18 him for or gave him permission to perform research involving the key elements
 19 of the hydrogen process or the electrolyte. Though I allowed WESTON to test
 20 certain materials I had developed the formulas for, these materials were always
 21 pre-mixed before being given to WESTON and were never identified to him.

22
 23 22 I have never told or otherwise purposefully revealed to WESTON the formula
 24 for the electrolyte and WESTON has never told me that he knows it.

25 //

26 _____

23 By late 2009, WESTON was generally aware that I had been progressing in my
 24 work and that I referred to the hydrogen cells and proprietary fluids I had
 25 developed as "Hydrostein."

26 In about November 2009, WESTON told me that, through The Right Angle,
 27 he wanted to purchase a large number of units and corresponding electrolyte
 28 fluid once I had solved the remaining issues I was facing. He said he and Joseph
 29 wanted these for resale to their contacts in the automotive industry.
 30 Accordingly, I informed PICOT and an invoice was created and sent to
 31 WESTON by PICOT in early December 2009. WESTON never objected to me
 32 about this designation, which I understood to be correct based on his
 33 comments to me.

34 WESTON'S business aspirations for The Right Angle suffered a setback later in
 35 December 2009, when Frank Joseph was convicted and sentenced on three
 36 counts of wire fraud, nine counts of interstate transportation of stolen money
 37 or property, and 24 counts of conducting monetary transactions in criminally
 38 derived property.

39 Thereafter, WESTON began requesting that he be utilized in some fashion by
 40 me on my work.

41 At my and PICOT'S request and at our expense, WESTON traveled to Southern
 42 California in about January 2010, where he stayed for approximately a week, to
 43 assist me in a demonstration to Peter Warkentin, who lived in that area and had

1 been procured by PICOT from California as a potential purchaser or licensee.
 2 The demonstration was also attended by PICOT, me and Peter Mueller, a
 3 California resident, who worked for Brabus USA of Irvine, California, and
 4 independently tested the prototype at the invitation of Messrs. Warkentin and
 5 Reeder as part of the demonstration.

6
 7 28 Warkentin was favorably impressed by the demonstration in Southern California
 8 and asked that another demonstration be conducted in Mexico for a prospect
 9 of his there. Warkentin agreed to pay for the travel expenses for the
 10 demonstration in Mexico, so PICOT and I consented and I asked WESTON to
 11 travel to Mexico to conduct the requested demonstration there pursuant to
 12 Warkentin's request. WESTON did so and was paid by or at the direction of
 13 Warkentin.

14
 15 29 In the last months of 2009, WESTON had begun to repeatedly ask me to share
 16 the results of my research with him. I always refused.

17
 18 30 WESTON'S persistent attempts to learn the formula from me made me
 19 increasingly distrustful of him. So, I asked WESTON to sign a non-disclosure
 20 agreement [the "NDA"], which WESTON did on February 1, 2010. A true
 21 copy of the NDA is attached as EXHIBIT "A."

22
 23 31 As a result of his ongoing efforts in and from California, PICOT had procured
 24 ADP HOLDINGS, LTD., a California corporation based near Sacramento
 25 ["ADP"]. In May 2010, ADP proposed a joint venture which would obtain a

license to exploit the hydrogen technology and wanted a demonstration.

32 In June 2010, again at PICOT'S and my request, WESTON traveled to the Sacramento, California area to install prototypes on ADP'S vehicles for the requested demonstration.

33 While WESTON was assisting me in the demonstration to ADP, ADP suggested to me and PICOT that the joint venture it had proposed should create a research, development, and marketing facility for the project in a building it had already located near Sacramento. PICOT and I each expressed an interest in doing so.

34 And, having been within hearing of this discussion, WESTON told the principals of ADP that he wanted to work at that California location for the joint venture.

35 WESTON's travel expenses for his trips to Texas for the inspection of the HILTON TECHNOLOGY and his travel expenses for his trips to California for the Warkentin and ADP presentations were paid by or at the direction of me and/or PICOT.

36 From June 2010 through July 2011, WESTON was paid \$42,500 by or at the direction of PICOT and me in exchange for his work and any related expenses he may have incurred. For his time after December 2009 and prior to June 2010, I made additional payments to WESTON, but do not currently know the exact amount. I estimate the total of all payments to WESTON, including the

1 43 I was also represented by Mr. Boehm in regard to the sale of the cells and fluid
2 to an entity to be formed and controlled by Tracy Coats and Carl Le Souef.

3
4 44 In furtherance of these talks, in December 2011, I attended meetings with
5 PICOT, Coats and Le Souef in Los Angeles. Impasses in the discussion were
6 mediated there by Joseph Dunn, a resident of Los Gatos, California. PICOT,
7 I and the principals of HMR signed the final version of the sales agreement in
8 Los Angeles, California and it became effective December 12, 2011.

9
10 45 I have never told WESTON that:

11 45.1 He was entitled to or would receive an ownership interest in my
12 work or the hydrogen project I was engaged in under any
13 circumstances;

14 45.2 He was entitled to or would receive a share in or portion of the
15 profits from the sale or license of the hydrogen project I was
16 engaged in;

17 45.3 He was entitled to or would receive \$20,000 per month for his
18 efforts in assisting me or for such expenses as he might incur in
19 regard thereto; or,

20 45.4 I had any authority to bind PICOT to any such commitment/s as set
21 out above in this paragraph.

22
23 46 To my knowledge, PICOT was not in Michigan at all during 2009 and was there
24 on only a very few occasions in 2010. On those occasions when PICOT was
25 in Michigan in 2010, PICOT'S interaction with WESTON was short, superficial,

26

1 and to my knowledge always in my presence.

2
3 47 I have never heard PICOT tell WESTON that:

4 47.1 WESTON was entitled to or would receive an ownership interest
5 in my work or the hydrogen project I was engaged in under any
6 circumstances;

7 47.2 WESTON was entitled to or would receive a share in or portion of
8 the profits from the sale or license of such matters; or,

9 47.3 WESTON was entitled to or would receive \$20,000 per month for
10 his efforts in assisting me or for such expenses as he might incur in
11 regard thereto.

12
13 48 Prior to the initiation of this lawsuit, WESTON never informed me that PICOT:

14 48.1 Had promised him an ownership interest in my work or the
15 hydrogen project I was engaged in under any circumstances;

16 48.2 Had promised him a share in or portion of the profits from the sale
17 or license of such matters; or,

18 48.3 Had promised him \$20,000 per month for his efforts in assisting
19 me or for such expenses as he might incur in regard thereto.

20
21 49 On February 8, 2012, WESTON sent me an email, a copy of which is attached
22 as EXHIBIT "B." Portions of this email have been redacted to maintain the
23 attorney-client communication privilege otherwise violated were my comments
24 in forwarding the email revealed. I informed PICOT of this email while he was
25 in California.

1 50 Shortly after sending the above email, WESTON called me on the phone, while
2 I was in Nevada, and demanded \$250,000 from me and PICOT right away or
3 he would “do everything in his power to destroy” both PICOT and me. I
4 informed PICOT of this threat while he was in California.

5
6 51 Neither I nor PICOT paid WESTON any portion of this demanded amount.

7
8 52 On March 20, 2012, I received an email indicating that it originated from
9 William Dobreff, who identified himself as a Michigan attorney for WESTON.
10 A copy of this email is attached as EXHIBIT “C.” Portions of this email have
11 been redacted to maintain the attorney-client communication privilege otherwise
12 violated were my comments in forwarding the email revealed.

13
14 53 Prior to March 20, 2012, WESTON had never mentioned that he was
15 contemplating a suit against me or PICOT concerning the matters detailed
16 above.

17
18 54 As a direct result of the actions by WESTON in asserting the oral agreement he
19 insists I entered into with him and by his actions in asserting to HMR that I
20 disclosed the formula for the electrolyte to him in August 2009:

21 54.1 HMR has stopped payments under the CONTRACT, which were
22 benefitting me in Nevada and PICOT in California; and,

23 54.2 Attorney’s fees have been incurred and paid in California to seek
24 resolution of the matter with HMR and disprove that WESTON
25 obtained the formula as he maintains or is entitled to a share of the

1	55.6	Dan Heinrich	California	Oral and documentary concerning:
2				The California based negotiation for
3				a proposed joint venture concerning
4				the hydrogen process, the terms of
5				that proposed joint venture, the
6				location and substance and effect of
7				the activities of ADP in raising and
8				paying money in order to obtain a
9				joint venture for the technology.
10				Confirmation of ADP'S intention to
11				open a research and marketing
12				facility in California and WESTON'S
13				role in demonstrations of the
14				technology in California and his
15				expressed willingness to work in
16				California for the joint venture.
17	55.7	Darrel Smith	California	Oral and documentary concerning:
18				Similar to that of Dan Heinrich.
19	55.8	Peter Warkentin	Germany	Oral and documentary concerning:
20				The California based negotiation for
21				a proposed commercialization of the
22				technology through WArkentin's
23				company and the terms of that effort;
24				Confirmation of Warkentin's request
25				to have another demonstration in

1 Mexico and his payment of
 2 WESTON'S travel expenses to do
 3 so.
 4 55.9 Peter Mueller California Oral and documentary concerning:
 5 The demonstration and testing of the
 6 hydrogen prototype for Warkentin
 7 and WESTON'S role as assistant to
 8 MANOS for that purpose.
 9

10 I declare under penalty of perjury under the laws of the United States that the foregoing
 11 is true of my personal knowledge, that if called as a witness I could and would testify
 12 competently thereto, and that this declaration was executed at Stateline, Nevada on May 8,
 13 2012.

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17 PAUL DAVID MANOS

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1 Mexico and his payment of
 2 WESTON'S travel expenses to do
 3 so.
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 12 competently thereto, and that this declaration was executed at Stateline, Nevada on May 8,
 13 2012.
 14

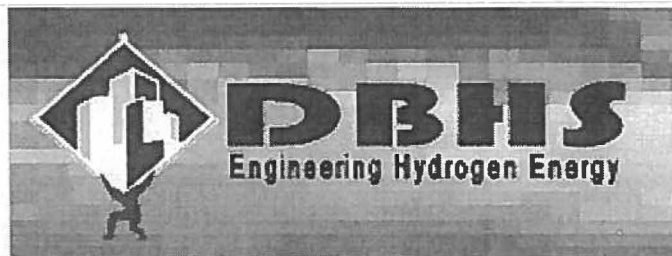
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 16 
 17 PAUL DAVID MANOS
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PICOT v WESTON, 5:12-CV-01939 EJD

EXHIBIT “A”

to

**DECLARATION OF PAUL DAVID MANOS
IN OPPOSITION TO MOTIONS
TO DISMISS FOR
LACK OF JURISDICTION AND VENUE
AND TO TRANSFER**



MUTUAL NON DISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement ("*Agreement*") is entered into by and between DBHS LLC, a NEVADA Company with its principle place of business located at 107 Cypress Way Stateline NV 89449, (together with its subsidiaries and affiliates, "DBHS LLC"), and Dean David Weston with its principal place of business located at 3594 Lakeside Dr (the "*Company*"), as of the date set forth above the parties' signatures (the "*Effective Date*").

PRELIMINARY STATEMENT

DBHS LLC and the Company wish to exchange certain business and other information in the course of discussions regarding the potential strategic relationship between DBHS LLC and the Company (the "*Purpose*"). In consideration for the parties' discussions and any access that each of DBHS LLC and Company (each referred to as a "*Receiving Party*") has to the confidential and proprietary information of the other (each referred to as a "*Disclosing Party*"), each Receiving Party hereby agrees as follows:

AGREEMENT

1. **Information Covered.** This Agreement shall apply to all information relating to the Disclosing Party's business, including, without limitation, computer programs, technical drawings, algorithms, names and expertise of employees and consultants, know-how, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product-

development plans, forecasts, strategies and information, to the extent previously, presently, or subsequently disclosed to the Receiving Party (the "*Proprietary Information*" of the Disclosing Party). "Proprietary Information" includes information that is disclosed by the Disclosing Party to the Receiving Party or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or its physical, telephonic or electronic access to the premises of, the Disclosing Party, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary or confidential. Notwithstanding the foregoing, and without granting any right or license, each Disclosing Party acknowledges and agrees that this agreement shall not apply to proprietary information that the Receiving Party can document through competent written evidence:

- (i) is or (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party) becomes generally known to the public;
- (ii) was in its possession or known by it prior to receipt from the Disclosing Party; or
- (iii) was rightfully disclosed to it by a third party without restrictions.

2. The Receiving Party's Obligations. The Receiving Party agrees:

- (i) to hold the Disclosing Party's Proprietary Information in strict confidence as a fiduciary and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions that the Receiving Party employs with respect to its most confidential materials);
- (ii) except as strictly and expressly permitted herein, not to divulge any such Proprietary Information or any information derived therefrom to any third person;
- (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate the Proprietary Information internally and directly in connection with the Purpose;

(iv) not to remove or export from the United States or reexport any such Proprietary Information or any direct product thereof, except in compliance with, and with all licenses and approvals required under applicable U.S. and foreign export laws and regulations, including, without limitation, those of the U.S. Department of Commerce; and

(v) not reverse engineer any such Proprietary Information or, except as strictly and expressly permitted herein, copy the same.

The Receiving Party may make disclosures required by court order *provided that* Receiving Party uses best efforts to limit disclosure and to obtain confidential treatment or a protective order and has promptly notified the Disclosing Party in writing (which notice must include, without limitation, a copy of the order and identification of the information to be so disclosed) and allowed the Disclosing Party to participate in the proceeding. The Receiving Party will restrict the possession, knowledge and use of the Proprietary Information of the Disclosing Party to its employees, consultants, lawyers and entities controlled by or controlling it (collectively, "Personnel") that have a legitimate "need to know" such Proprietary Information in connection with the Purpose. The Receiving Party will ensure that its Personnel comply with this Agreement and Receiving Party will be liable for any breach of this Agreement by its Personnel and will promptly notify the Disclosing Party of any such breach.

3. **Return of Proprietary Information.** Immediately upon (i) the decision by either party not to enter into the strategic relationship comprising the Purpose, or (ii) a request by the Disclosing Party at any time (which will be effective if actually received or three days after it is mailed by registered or certified U.S. mail, postage prepaid and return receipt requested, to the Receiving Party's address herein), the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof; provided that Disclosing Party shall, upon the written request from Receiving Party, provide the Receiving Party with a copy of any such Proprietary Information that is the subject of a claim or action by a court of competent jurisdiction, in order to assist such Receiving Party with regard to such claim or action, provided that the Receiving Party shall remain subject to its obligations under this Agreement, including without limitation its obligation to maintain the confidentiality of such Proprietary Information.

4. **No Required Disclosure or Transaction.** The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party, which shall be disclosed, if at all, solely at the option of the Disclosing Party (in particular, but without limitation, any disclosure is subject to compliance with export control laws and regulations), or (ii) requires the Disclosing Party to proceed with any proposed transaction or relationship in connection with which Proprietary Information may be disclosed. All Proprietary Information will remain the exclusive property of the Disclosing Party, and the Receiving Party will have no rights, by license or otherwise, to use the Proprietary Information except as expressly provided herein.

5. **Confidentiality of Agreement and Purpose.** Except to the extent required by law, neither party shall disclose the Purpose, the existence or subject matter of the negotiations with respect to the Purpose, or this Agreement without the prior written consent of the other party.

6. **Confidentiality Period.** This Agreement is intended to cover Proprietary Information disclosed or received by either party prior or subsequent to the Effective Date of this Agreement. Unless otherwise earlier terminated, this Agreement will automatically expire three (3) years from the Effective Date; provided that each party's obligations hereunder with respect to the other party's Proprietary Information disclosed or received prior to termination or expiration will survive for two (2) additional years following the expiration or termination of this Agreement.

7. **Remedies.** The Receiving Party acknowledges and agrees that, due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to injunctive or other appropriate equitable relief, without the posting of a bond, in addition to whatever remedies it might have at law and to be indemnified by the Receiving Party from any loss or harm, including, without limitation, attorneys' fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

8. **Severability.** If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

9. **Governing Law; Jurisdiction** This Agreement shall be governed by, and construed in accordance with, the laws of the State of NEVADA without regard to the conflicts of law provisions thereof. DBHS LLC and the Company agree that all actions or proceedings related to this Agreement shall be litigated in the local, state, and federal courts located in the State of NEVADA. DBHS LLC and the Company also each consent and submit to the jurisdiction of any local, state or federal court located within said county and state and consent to delivery and service of process by the means established in Section 10 below.

10. **Notices.** All notices required or desired to be given hereunder shall be deemed delivered when given by hand delivery, by nationally-recognized overnight courier service with tracking capabilities, or by registered or certified mail, return receipt requested, to the addresses set forth in the preamble to this Agreement, or such other addresses of which the parties may notify each other from time to time in accordance with this Section 10, and shall be effective upon receipt.

11. **Successors and Assigns.** This Agreement shall be binding on the parties and their successors and assigns, *provided that* the Receiving Party shall not assign any of its rights or obligations hereunder to any other party without the prior written consent of the Disclosing Party, but no such assignment shall relieve the assigning party of its obligations hereunder. Notwithstanding the foregoing, DBHS LLC may assign this Agreement without the prior consent of the Company to an entity in connection with a merger, acquisition, reorganization or public offering of its securities.

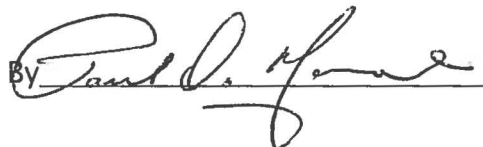
12. **Legal Costs.** The prevailing party in any action to enforce this Agreement shall be entitled to its out-of-pocket and court costs and reasonable attorneys' fees.

13. Entire Agreement; Waiver. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right shall be deemed a waiver of such right.

In witness whereof, the parties have executed this Agreement as of the day and year set forth below.

Date 2-1-10

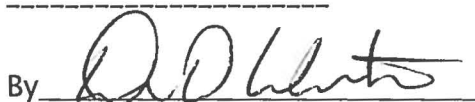
DBHS LLC

By 

Its _____

Print Name

Paul D. Manos

By 

Its Self

Print Name

Dean D. Weston

PICOT v WESTON, 5:12-CV-01939 EJD

EXHIBIT “B”

to

**DECLARATION OF PAUL DAVID MANOS
IN OPPOSITION TO MOTIONS
TO DISMISS FOR
LACK OF JURISDICTION AND VENUE
AND TO TRANSFER**



[REDACTED]

From: "Dean Weston" <deandavidweston@yahoo.com>
Date: Feb 8, 2012 5:35 AM
Subject: Fw:
To: "Dave Manos" <dmanos55@gmail.com>

Dave, I sent this to you as a partner in DBHS after our phone call. Did you forward it on to Bernard like you said you were going to? I know I was never formally given stock or a contract but that was due to you saying it was extremely important that I stay low in this deal as it is moving forward fast and it would just slow down the process. In our last conversation you mentioned we may not be getting the 20 million dollars we were hoping for but we all may have to settle for a little less. Well I have basically lost everything due to this project and your promises to get me whole immediately. I have done a lot of research lately and understand that DBHS has received a lot of money and I am very surprised I have not received my fair share. Dave, I started this project with you, put a lot of my money and time into this project and deserve better. When the project started it was you, me and Bernard split 3 ways and only us. I spoke to you about dropping mine to 20% because you needed to show more stock available for someone else. I agreed to that as I am a team player. I am agreeable with anything you put together at this point, even if its on just the 2.55 million you received from the Australians, but I need some answers by this Friday, Feb 10th. I am sure we both agree that we don't need to take this any further as it will just tie things up for a very long time. I am willing to just get out now with making me whole. Dave, I know how you like to wait on things but I need this done immediately or I am in big trouble to pay back people I borrowed from for our project.

I know you said that you and Bernard are fighting and Bernard is forcing you to take my share out of yours but we can fight him on that as you were the managing member of DBHS when this all occurred. I am sure there are several things out there that Bernard would not like public and would help the cause if he knew all the facts.

Dave, I have done my homework on everything and know everything so lets just cut a fair deal for me as promised.

[REDACTED]

Dean

----- Forwarded Message -----

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PICOT v WESTON, 5:12-CV-01939 EJD

EXHIBIT “C”

to

**DECLARATION OF PAUL DAVID MANOS
IN OPPOSITION TO MOTIONS
TO DISMISS FOR
LACK OF JURISDICTION AND VENUE
AND TO TRANSFER**

[REDACTED]

[REDACTED]

[REDACTED]
From: "Bill Dobreff" <bd@dobrefflaw.com>
Date: Mar 20, 2012 9:28 AM
Subject: Dean Weston
To: <dmanos55@gmail.com>, <bpicot@dbhstech.com>
Cc: <deandavidweston@yahoo.com>

Gentlemen:

I am representing Dean Weston regarding your agreement to:

- (a) pay him \$20,000 per month dating back to March of 2009 as a salary; and
- (b) to pay him one-third of all proceeds received and to be received from Hydrogen Master Rights Limited for the hydrogen cell technology, electrolyte formula and any other related assets;

or we will be filing suit against both of you. My client has a mutual cooperation agreement with Hydrogen Master Rights Limited with respect to their mutual claim and cases of action. My client has an extremely strong relationship with Hydrogen Master Rights Limited and has found what you had not disclosed to him. You can do the right thing and provide the rights and benefits of a one-third partner as agreed. Dean Weston would be able to serve as an intermediary and active participant to get this back on line and bring it to a successful completion. It would be in the best interest of all involved to resolved this fairly and as soon as possible. Please respond immediately.

William Dobreff
Dobreff & Dobreff, PC
44511 N. Gratiot Avenue
Clinton Township, MI 48036
[\(586\) 838-3880](tel:5868383880)
[\(586\) 838-3884](tel:5868383884) fax